

Further Additional Provisions relating to Credit Derivative Transactions entered into between a Restricted Delivery Party and a Market Counterparty where Physical Settlement applies

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These Further Additional Provisions relating to Credit Derivative Transactions entered into between a Restricted Delivery Party and a Market Counterparty where Physical Settlement applies (the “Restricted Delivery Party Further Additional Provisions”) are intended to supplement the Additional Provisions relating to Credit Derivative Transactions entered into between a Restricted Delivery Party and a Market Counterparty where Physical Settlement applies (the “Additional Provisions”) and the Letter Agreement relating to incorporation of the Additional Provisions (the “Letter Agreement”), in each case, as published by the International Swaps and Derivatives Association, Inc. (“ISDA”). In the event of any inconsistency between the Additional Provisions or the Letter Agreement and these Restricted Delivery Party Further Additional Provisions, the terms of these Restricted Delivery Party Further Additional Provisions shall prevail.

Any or all of the following definitions and provisions may be incorporated into a document by wording in the document indicating that, or the extent to which, the document is subject to the 2014 ISDA Credit Derivatives Definitions (as published by ISDA (the “2014 Definitions”) as supplemented by these Restricted Delivery Party Further Additional Provisions. All definitions and provisions so incorporated in a document will be applicable to that document unless otherwise provided in that document and all terms defined in the 2014 Definitions and used in any definition or provision that is incorporated by reference in a document will have the respective meanings set forth in the 2014 Definitions unless otherwise provided in that document.

If the parties have specified that these Restricted Delivery Party Further Additional Provisions are applicable, the following provisions shall apply for purposes of the related Credit Derivative Transaction:

- I If Seller is the Restricted Delivery Party and Buyer has notified Seller, in accordance with Section 8.2 of the 2014 Definitions, that it intends to Deliver an Asset Package to Seller in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, then:
 - (i) if Seller determines acting in good faith and in a commercially reasonable manner that by reason of any Asset Package Restriction, it is precluded from taking Delivery of one or more Assets in the Asset Package, Seller may deliver an Asset Package Delivery Restriction Notice to Buyer within three Business Days of the notification of an intention to Deliver the Asset Package, representing to Buyer that it is

so precluded and further stating that Section 9.1 of the 2014 Definitions shall apply in respect of the entire Asset Package;

- (ii) with effect from the date such Asset Package Delivery Restriction Notice is effective, the Asset Package shall constitute an "Undeliverable Obligation" for the purposes of Sections 9.1 and 9.6 of the 2014 Definitions and any amendments that apply to the 2014 Definitions pursuant to the Additional Provisions and/or the Letter Agreement shall also apply in this case; and
- (iii) Section 9.6(k) of the 2014 Definitions shall be amended by the deletion of the first four lines and the replacement thereof by the following:

"Quotation" means, with respect to a Valuation Date, each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are applicable, each Indicative Quotation obtained in the manner that follows in respect of the entire Asset Package (or in the case of a component of a Weighted Average Quotation, a proportionate part of the entire Asset Package) and expressed as a percentage of the Outstanding Principal Balance or Due and Payable Amount, as applicable, of the Prior Deliverable Obligation or Package Observable Bond referred to in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, and to which the Asset Package relates:

II For purposes of these Restricted Delivery Party Further Additional Provisions:

"Asset Package Delivery Restriction Notice" means an irrevocable notice from the Restricted Delivery Party to the Market Counterparty. An Asset Package Delivery Restriction Notice shall be subject to the requirements regarding notices set forth in Section 1.38 of the 2014 Definitions.

"Asset Package Restriction" means any provision of the relevant laws and regulations applicable to the Restricted Delivery Party, including in each case any applicable investment ratios, that would be breached by the Restricted Delivery Party taking Delivery of any Asset in the Asset Package which the Buyer has notified Seller that it intends to Deliver in lieu of any Prior Deliverable Obligation or Package Observable Bond specified in a Notice of Physical Settlement or a NOPS Amendment Notice, as applicable. Notwithstanding the foregoing, if the Additional Provisions and/or the Letter Agreement entered into between the parties include a definition of "Restriction" (howsoever described) relating to the circumstances in which Delivery of Bonds and/or Loans will be replaced by Cash Settlement, that is broader in scope than the Asset Package Restriction, then such broader definition shall apply in relation to the circumstances in which Delivery of the Asset Package will be replaced by Cash Settlement hereunder.